

Exhibit B

Offering Memorandum

Offering Memorandum

Intellectual Property
Production Equipment

Chapter 7 Bankruptcy, Case No. 22-33553

ALEXANDER E. JONES
FREE SPEECH SYSTEMS **INFOWARS**

SEALED BID OFFERING

October 11, 2024

STRATEGIC

CREATIVE

COLLABORATIVE

Sales Agent, on behalf of Trustee, makes every effort to provide accurate information; however in no way is accuracy of the information provided guaranteed. Prospective Buyer shall bear full responsibility and burden for due diligence regarding the Assets offered for sale and to confirm the accuracy of any provided information. Prospective Buyers are recommended to inspect all Assets and perform their own due diligence. Any decision to purchase or not to purchase is the Prospective Buyer's sole and independent decision and at Prospective Buyer's sole risk. No recourse or cause of action will lie against Trustee or Sales Agent should purchaser become dissatisfied with its decision at a later date. No broker or co-broker commissions shall be paid by Trustee or Sales Agent.



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Multiple Purchase Opportunities for
Production Rights, Web Traffic,
Social Media, E-Commerce Business,
or Bid on the Entire Asset Pool

Infowars Archival Library & Production Rights

Social Media Accounts w/ over 1M Followers

Health, Wellness and Preparedness E-Commerce Site

100's of Domain Names

Approx. 7,000 sq. ft. of Production Facility Equipment

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Important Notes



This packaging and offering is intended for parties interested in either i) a purchase of one or more of the intellectual property lots offered individually, or ii) a purchase of Intellectual property along with a subset of production equipment. A separate piecemeal auction of the production facility assets (if not sold thru this offering) and other personal property (i.e. vehicles, gym equipment, etc.), is scheduled to take place on December 10. For more information go to 360Bid.sale.

Also note that any party bidding on intellectual property and production equipment assets with the interest and intention of continuing operations of the Infowars operation from its current facility must make necessary arrangements with the facility landlord. Bids submitted shall assume that the bidder does not require use of the facility, or has made necessary arrangements for future occupancy, and shall therefore not be contingent upon such arrangements.

This document is subject to updates, revisions and corrections.

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ASSETS	<p>Lot 1 - Infowars Production</p> <ul style="list-style-type: none"> • Production Rights & Materials • Domain Names • Social Media Accounts • Podcast Sites • Newsletter Subscribers • Production Equipment (Optional) <p>Lot 2 - Infowars Store</p> <ul style="list-style-type: none"> • Product Trademarks • Domain Names • E-Commerce Platform • Product Vendor Contacts • Associated Customer Lists <p>Lots 3</p> <ul style="list-style-type: none"> • 100's of Domain Names (not otherwise included with Lots 1 & 2) 	Page 5
TURNKEY OPPORTUNITY	<p>This is an asset sale of various lots of intellectual property, which may be bid upon individually or in various combinations. Should a bidder be interested in continuing to operate the Infowars business from where it currently operates, this bid package provides an option to include production specific equipment in the bid. However, please note that any arrangements to continue occupancy at the production facility must be arranged by buyer prior to its bid, as all bids are considered irrevocable and without contingency. For more information regarding the following, please go to the data room or contact ThreeSixty.</p> <ul style="list-style-type: none"> - Building Management Contact Information - Management Team Interview 	Page 8
PRODUCTION EQUIPMENT	<p>The production equipment necessary to continue operations on-site is located in approximately 7,000 sq ft of office space at the Infowars facilities. In the event a bidder is interested in negotiating lease terms and remaining on-site, this equipment may be included in the offer. A list of equipment and photographs can be found in the data room. Equipment only offers will not be entertained through this offering. Equipment remaining after the sealed bid process will be sold at online auction on December 10.</p>	Page 9

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- 1 ANY AND ALL OFFERS MUST BE SUBMITTED USING THE FORM IN THIS PACKAGE AND SHALL BE SUBJECT TO THE TERMS DEFINED HEREIN AND HIGHLIGHTED BELOW;
- 2 OFFERS MUST BE RECEIVED BY FRIDAY, NOVEMBER 8, 2024 AT 2 PM CST; HOWEVER, TRUSTEE RESERVES THE RIGHT TO AMMEND DATES AT ITS SOLE DISCRETION;
- 3 BIDS MUST BE ACCOMPANIED BY A 10% DEPOSIT PAYABLE TO THE TRUSTEE ALONG WITH PROOF OF FINANCIAL ABILITY TO CLOSE.

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See Bid Form Provided within this Package

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TERM HIGHLIGHTS

- Trustee reserves the right to accept or reject any offer. In the event an offer is accepted, it shall be subject to overbid and US Bankruptcy Court approval. Trustee may evaluate offers against other bulk offers, as well as anticipated revenues from a piecemeal sale of the production assets.
- Buyer is responsible for any costs associated with transfer of ownership;
- In the case of intangible property, right, title and interest in the Assets is being offered, whereby Buyer shall be granted the rights to any of debtor's intellectual property subject to Buyer's own discovery and responsibility for transfer and associated transfer costs;
- The Assets are being sold "As-Is" without warranty or guarantee of title. Neither Trustee nor Auctioneer make any representations or warranties regarding the Assets and all Assets are sold by Trustee and Auctioneer without any corresponding grant of rights or clearance from any third parties. Buyer is responsible to conduct its own due diligence and rely on its own discovery. This Offering Memorandum reflects the Trustee's understanding of the Assets that are part of the Debtor's bankruptcy estate and that the Trustee has authority to sell, provided however that while the Sale Order provides that the Assets may be sold free and clear of all liens, claims, charges, encumbrances and interests, ownership of certain Assets, the authority to sell certain Assets, or the ability of a buyer to take certain Assets may be contested by other parties;
- Bids shall be in US dollars on a cash basis and shall be irrevocable and non-contingent.
- Deposits and payments are due in the form of wire transfer only;

See Section "Bid Process & Terms" which combined with above and the terms in the Sale Order and any terms included in an applicable asset purchase agreement between the parties represent the complete Terms of Sale. However, if there is a conflict between these terms and the Order, the Order controls.

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Lot 1 – Infowars Production Assets



- Production Rights, Archives and Materials
- Trademark
 - Infowars
- Domain Names
 - Infowars.com, net, .org
 - Banned.video
 - Over (100) Additional domains pointing to Infowars.com and banned.video (excluding InfowarsStore related domains)
- Social Media Accounts

Including Access Credentials for Accounts for InfoWars, Banned.Video & The War Room on:

 - X, Telegram, Gab, Gettr And Others
- Podcast Sites

Including Access Credentials for Accounts for InfoWars, Banned.Video, The War Room, Sunday Night Live, The American Journal, Others on:

 - Spreaker, iHeart Radio, Castbox, Deezer, Podcast Addict, TuneIn And Others
- Newsletter Subscribers
 - Sendy Account with approximately 228,000 Active Subscriber
- Historical Revenues
 - Infowars revenue was largely generated through the InfowarsStore based on the show's promotion of the site.
 - In addition, the company did sell some advertising generating approx. 800k – 900k per year; this revenue is not based on any transferable contracts and thus represents historical data only, not an indicator or guarantee of future income.
- Production Equipment [Optional] – Allocated Value Must be Provided on Bid Form

Equipment List and Photos to be Provided in the Dataroom, and to include only those assets within the Infowars Studio Suites as broadly described below (Office suites, gym and vehicles not to be included in this offering)



*Information is based on company provided financials; data has not been verified by Auctioneer or Trustee, and provides no guarantee or warranty of future sales.

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Lot 2 – InfowarsStore.com



- Trademarks

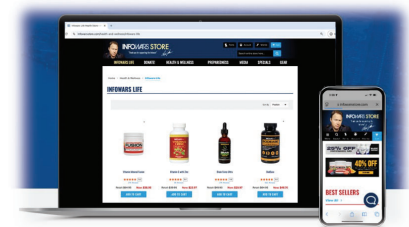
- Infowars Life
- (15) Product Trademarks including: Bodease, Survival Shield X-2, The Real Red Pill, DNA Force and others

- Domain Names

- InfowarsStore.com
- Over (30) Additional related domain names

- E-Commerce Site (Hosted on Magento.com Platform)*

The following data was generated from the company's e-commerce platform, Magento. Note that company financials do not reconcile precisely with these sales, but rather show revenue of 10-12% less. Company states that this discrepancy is based on: i) returns that are not reflected in the e-commerce site, and ii) merchant and processing fees that are netted out of sales before being booked into the accounting system.. Figures have been rounded.



- 2024 (thru 9/30/24)
 - Sales \$22,400,000
 - Orders 181,300
 - Returning : New Customer Sales \$14.6M : 7.7M
 - Customer Transactions 46,000
- 2023
 - Sales \$35,000,000
 - Orders 283,900
 - Returning : New Customer Sales \$24.4M : 10.6M
 - Customer Transactions 60,000
- Over 400,000 Past and Active Customers and Associated Order History dating back to 2015

- Vendor Lists

- Vendor Contacts, Contracts, and Order History
- Company sells a combination of purchased products and consigned products

- Remaining Inventory – Allocated Value Must be Provided on Bid Form

An inventory list will be provided in the dataroom. Bidder must provide an allocation of bid price to the inventory, which will be used as a basis for any adjustments in inventory levels between the bid and closing.

*Information is based on data from the company's e-commerce site; data has not been verified by Auctioneer or Trustee, and provides no guarantee or warranty of future sales.

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Lot 3 Domain Names



The company's remaining domain names – those not related to or pointing to Infowars.com or infowarsstore.com – will be offered as a single lot. The following is a sampling of domains; A full listing domains can be found in the data room.

Approx.. (280) Domains (not designated to another lot) | Approx. 37 pending expiration in October/Early November

- realcoffeeparty.com
- theinfowarrior.com
- dontbegoogle.com
- theendofus.com
- evilcities.com
- radioviewer.com
- myprivacyshop.com
- supersurvivalstore.com
- literallyridiculous.com
- memebrew.com
- memekitchin.com
- nextnewsmedia.com
- postnewsera.com
- action7.news
- newsguardwatch.org
- summitnews.store
- endgamefilm.com
- whatisendgame.com
- prisonplanet.tv
- prisonplanetnews.org
- conspiracyfact.info

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Turnkey Opportunity



A purchase of all available Lots including Production Equipment, and along with a building lease and retention of key facility personnel may provide for a quick turnkey purchase opportunity of Infowars. The following information is provided to assist a Buyer to facilitate a turnkey purchase; however, cannot be deemed as contingencies for a sale of the Assets.

FACILITY LEASE

Infowars occupies production offices and studios in Austin, Texas. Buyer must secure its arrangement with the building sufficient to submit a non-contingent bid on the Assets. Arrangements for building access must be negotiated between bidder and the building management. Building Management contact information can be provided upon request.

MANAGEMENT TEAM

Interviews with company management may be arranged by ThreeSixty upon request and Trustee approval. Please contact us to coordinate such introductions.

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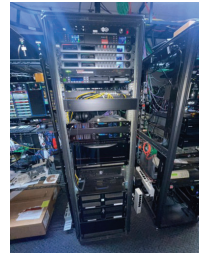
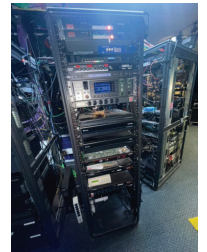
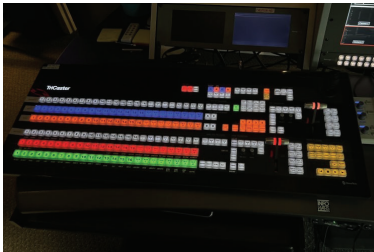
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Production Equipment



The Infowars facilities currently occupy two distinct sections of the same building. As noted above, any party interested in maintaining operations at the site must make separate and non-contingent arrangements for future access with the property managers. For purpose of this offering, only the equipment located in the portion of the building used for the Production is being made available for purchase along with a bid on Lot 1. No bids are being considered for production equipment separate from a bid on Lot 1. The following is a sampling of images from the production facility. Additional photos and a listing of equipment is located in the data room.



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Bid Form | Bid Deadline: November 8, 2024 @ 2 pm CST

Buyer Name		Buyer Company	
Phone 1		Phone 2	
Address		City	
State/Zip		Email	
Partner *			

*Any party with a vested interest in the purchase must be disclosed

LOT	Group ('x')	LOT BID	Intellectual Property Allocation	Equipment/Inventory Allocation
Lot 1 Production Note Equipment Allocation if Applicable	<input type="checkbox"/>	\$	\$	\$
Lot 2 E-Commerce Note Inventory Allocation if Applicable	<input type="checkbox"/>	\$	\$	\$
Lot 3 Domains Approximately 280 Domains	<input type="checkbox"/>	\$		
If your bid for any lots are contingent upon other lots, please indicate which lots are to be grouped together by placing an 'x' in the Group column above.				

*Trustee reserves the right to accept or reject any non-conforming bid.

Please Email Bids to the Following Parties (if you prefer to mail, please see the Sale Order & Procedures Posted to the website for a list of address.

jeff@360assetadvisors.com, ktoney@tranzon.com, edurnil@tranzon.com, jwolfshohl@porterhedges.com, mdearman@porterhedges.com, erin.jones@jonesmurray.com

I hereby submit my bid for the Packages above in accordance with the terms and conditions of this bid package.

X _____

Name:

Title:

Date:

10% Deposit Amount Submitted	\$
Form of Payment Accepted	Wire Transfer Only

Auctioneer Use Only:	
Received Date	
Received By	

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Bid Process & Terms



The following terms are subject in all respects to the Order Granting Trustee's Motion for Entry of an Order Authorizing the Winddown of Free Speech Systems, LLC [Case No. 22-33553 (CML), Bankr. S.D. Tex., Docket No. 859] (the "Order"). If there is a conflict between these terms and the Order, the Order controls.

1. **Sealed Bid Sale.** All Property is being offered through a sale process referred to herein as a sealed bid offering ("Sealed Bid"), wherein interested parties ("Recipient", "Buyer", "Bidder") are being asked to submit offers to the Sales Agent ("Sales Agent", "Auctioneer") for the right, title and interest in certain intellectual, intangible and/or personal property ("Assets") for consideration by the Seller ("Seller", "Trustee", "Estate"). The Trustee reserves the right to accept or reject bids, evaluate offers compared to other offers received and/or projected revenues from a piecemeal auction, and open up the Sealed Bid for live bidding between competitive bidders ("Auction"). The Sealed Bid and any subsequent auction shall be referred to as the Bid Process as is further defined herein, and all bids submitted to Sales Agent are subject to the terms and conditions specified below.
2. **Bid Deadline.** All bids must be submitted to Sales Agent on or before 2:00 p.m. CST, Friday, November 8, 2024 ("Bid Deadline"). Bids received after the Bid Deadline may not be considered, as determined in Trustee's sole discretion. This deadline does not in any way limit the Trustee's right to extend the deadline.
3. **Required Bid Information.** All bids submitted to Sales Agent must include the following:
 - i. Properly completed and signed Bid Submittal Form in adherence to the terms and instructions
 - ii. Receipt of a 10% deposit (the "Deposit") in the form and amount as defined below
 - iii. Proof of financial capacity to close in a form deemed acceptable by Trustee
4. **Deposits.** All bids must be accompanied by a deposit of ten percent (10%) of bidder's total bid. Deposits must be submitted to the Trustee in the form of a wire transfer. After the conclusion of the Sealed Bid or Auction, as applicable, the deposits of the high bidder ("High Bidder") and next highest bidder ("Back-up Bidder"), for each lot, will be held by Trustee until the closing of the Sale transaction. If Trustee closes with the High Bidder, the High Bidder's deposit will be credited towards the final purchase price. If the High Bidder does not close, it forfeits its deposit and the Trustee will close with the Back-up Bidder and its deposit will be credited towards the purchase price. If Trustee closes with the High Bidder, the Trustee will return the full deposit to the Back-up Bidder within five (5) business days. The deposits of any and all other bidders at the Auction or any party whose bid has been rejected will be returned in full within five (5) business days after rejection or otherwise the completion of the Bid Process.
5. **Due Diligence.** All prospective Bidders are responsible to perform their own due diligence prior to submitting their bid. For additional information, interested Bidders may contact Jeff Tanenbaum at jeff@360assetadvisors.com, or by calling +1-720-704-5421.
6. **Notice.** Bidders may be advised by notice(s) of additions, deletions or alterations in any document forming a part of the Sealed Bid Package any time prior to the Bid Deadline. Such revised documents will be available to prospective Bidders.
7. **Submission of Bid.** Except as otherwise permitted by this Sealed Bid Package, all bids submitted must be unconditional and without alteration to the Bid Form. Any bid conditioned upon any change in any of the documents provided in the Sealed Bid Package, either by way of addition or deletion, may be summarily rejected by Trustee, in its sole discretion. All Bidders must complete, execute and return to Sales Agent the Bid Submittal Form, executed by the Bidder together with the required Deposit before any bids will be considered.
8. **Bids Are Irrevocable.** By submitting a bid, the Bidder is making an irrevocable offer to purchase the Assets bid upon. The Bidder acknowledges and agrees that by submission of its bid, it is accepting the terms and conditions set forth in these Instructions. Upon submission of a bid, the offers contained therein are irrevocable.

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9. Notification. Sales Agent and Trustee will review all bids received by the Bid Deadline. If Sales Agent and Trustee determine that one or more qualified bids are competitive in nature ("Qualified Bid(s)"), the Sales Agent and Trustee reserve the right to convert the Sealed Bid to an Auction between Qualified Bidders. Qualified Bidders will be notified within 72 hours of the Sealed Bid deadline. If Sales Agent and Trustee determine that no Auction will be held, the Sales Agent and Trustee will determine whether or not any Qualified Bids will be accepted or rejected.
10. Auction. If an Auction is held, it will take place on November 13, 2024 at 10:30am CT (unless announced otherwise). Only Qualified Bidders and advisors will be allowed to participate in the Auction. The highest bid or bid combination, as determined by Sales Agent and Trustee, will be the lead bid at the Auction. The Auction will open at the highest bid amount. Qualified Bidders will be allowed to overbid in minimum bid increments as determined by Sales Agent at the time of Sale. Sales Agent shall moderate the auction process, which allows the opportunity for it to present any and all competitive bid options, which may include lot combinations, as well as the cash equivalent of anticipated sales from a piecemeal auction the Production Equipment lot. The Auction will conclude once the highest bid and next highest bid have been awarded, rejected or held subject to further consideration.
11. Bankruptcy Court Approval. If one or more bids are awarded by the Trustee, whether before or as a result of an Auction, the Trustee is authorized to proceed to close the Sale, and the Sale is not subject to further approval by the Bankruptcy Court. The Trustee must, however, file a notice of successful bidder(s) with the Court following the award of bid(s). Be advised there is some risk that the Sale may nevertheless be subject unforeseen objections by interested parties
12. Closing and Final Payment. Bidder will be responsible for payment in full to the Trustee within five (5) business days of bid award or at such later date as may mutually be agreed by the Trustee and the respective winning bidder(s) ("Closing Date"). Sales Agent shall provide Bidder with an Invoice and wire instructions, reflecting the bid amount, the buyers' premium and sales tax. Should any of the lots be subject to a Purchase Agreement, such Purchase Agreement will be posted to the data room prior to the Sealed Bid closing date, and the winning bidder shall be responsible to execute such Purchase Agreement upon the award of bid.
13. Sales Tax. Local sales tax requirements will apply to all sales will be applied to the final purchase price where applicable.
14. Receipt of Intangible Property. Bidder shall be the sole party responsible to facilitate the transfer of intellectual property rights, provided however, that Sales Agent or Trustee shall provide or obtain necessary signatures on documents as requested by Buyer to effectual legal transfers, as needed, and shall provide access credentials to accounts where noted in the data room. In such cases that intangible property is stored on computer hardware or in cloud-based servers, Trustees IT consultant will work with Bidders to facilitate the transfer of such intangible property
15. Removal of Personal Property. This Bid Process contemplates a sale of the production equipment assets in Bulk to a Buyer removing them from the facility within 14 days of the Closing Date. The Buyer shall be responsible to provide an insurance policy with acceptable limits naming the Trustee, Sales Agent and Building Owners as additional insured, and shall be responsible for any damage to persons or property during Asset removal. Should the Buyer enter into a lease agreement with the building owners, it shall sign a waiver releasing the Trustee and Sales Agent from any further obligations to Personal Property fulfillment on the Closing Date.
16. System Maintenance. Bidders acknowledge that certain assets being purchased may be subject to ongoing maintenance costs, including but not limited to webhosting, e-commerce platform, cloud-based storage sites, data backup systems, etc. Upon the Closing Date, Bidder shall become immediately responsible to maintain such services, subject only to any transition period agreement that may be negotiated between the Parties.

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17. **Inventory Adjustments.** Upon bid submittal, Bidder is asked to provide an allocation of its bid for product inventory where applicable. Bidder acknowledges that the inventory as reported in the data room may change prior to Closing. In such case, the formula for the purchase price adjustment shall be set forth in the asset purchase agreement between the parties.
18. **Trademarks.** This sale may include transactions with separate buyers for the Infowars and Infowars Life trademarks, and Infowars related domain names allocated in the bid package to each lot. Each buyer acknowledges that the terms of sale and Purchase Agreements related to each transaction will grant the other party licensure rights to use their purchased domain names and trademarks without further cost or obligation to the other party.
19. **Failure to Pay.** If a successful bidder fails to consummate the Sale due to a breach or failure to perform on the part of such successful bidder, then the Deposit shall be forfeited to, and retained irrevocably by, the Trustee, and may be used by the Trustee to pay the fees and expenses of the Trustee's professionals, and the Trustee specifically reserves all rights and remedies against the defaulting successful bidder, including the right to seek damages from, and/or the specific performance of, the defaulting successful bidder. In addition thereto, Sales Agent may, at its discretion, either resell Bidder's Assets without further notice to Bidder and/or dispose of the Property at the Bidders sole expense. Any difference between the bid price for Assets by the defaulting Bidder and the price received by Trustee at a resale shall be paid to Trustee by the defaulting Bidder. In addition, a defaulting Bidder shall be deemed to have granted Trustee a security interest in the Property, which Trustee shall retain as collateral security for Bidder's obligation to Trustee.
20. **Financing.** All transactions must be made in U.S. cash funds. The Sale is not contingent upon the bidder securing or obtaining financing.
21. **Absence of Warranties.** The Bidder understands and agrees: (1) that any description or sample of the Assets given or furnished by Trustee and Sales Agent is solely for identification, and does not create any warranty expressed or implied, that the Property actually conforms to such description or sample, (2) that Bidder or agent on Bidder's behalf has inspected or has had the opportunity to inspect, all of the Assets upon which Bidder will be bidding and/or does purchase, (3) that all Assets are purchased and accepted by Bidder "AS IS", "WHERE IS" and "WITH ALL FAULTS". TRUSTEE AND SALES AGENT MAKE NO REPRESENTATIONS, WARRANTIES OR GUARANTEES WHATSOEVER WHETHER WRITTEN, ORAL OR IMPLIED AS TO QUALITY, QUANTITY, CONDITION, USABILITY, SALABILITY, YEAR, PERFORMANCE, OR OTHER SPECIFICATIONS, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY AGAINST PATENT, TRADEMARK, COPYRIGHT OR TRADE SECRET INFRINGEMENT, (4) in the event there are manufacturer warranties in effect for the Assets purchased, Bidder must make all claims thereunder directly with the provider of the warranty. No statement or statements of any other paragraph herein shall be construed to in any way contradict the provisions of this paragraph.
22. **Customer Lists and PII.** As part of the conveyed Intellectual Properties, certain customer data may be transferred to the buyer. Neither Trustee nor Sales Agent can guarantee buyer's rights regarding the use of such customer data which may be subject to the Company's posted privacy statements or other limitations. In addition, under no circumstances shall any of the assets being sold imply the inclusion of personally identifiable information (PII) with regards to Company personnel, including personnel records, personal data stored on personnel computers, or historical email content.

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23. Indemnification. Bidder shall indemnify, hold harmless and defend Trustee, Sales Agent, and any professionals employed or otherwise retained by the Trustee or the Sales Agent from and against any and all losses, damages, liabilities and claims, including attorney fees, costs and expenses arising out of or based upon or resulting from, (1) any act or omission relating to or affecting the Property bid on or purchased by Bidder, (2) the claim of any third party claiming or challenging title to any Asset purchased by Bidder or claiming infringement of any proprietary interest, (3) the claim of any person resulting from offering for sale or selling the Property purchased by Bidder.
24. Limits of Liability. In no event shall Sales Agent's liability to Bidder exceed the purchase price actually paid. A Bidder's claim shall be limited to the amount paid for the Assets, and shall not extend to any obligation; risk; liability; right; claim; remedy for loss of use, revenue or profit; liability of Bidder to any third party; personal injury; or any other direct, indirect, incidental or consequential damages. Sales Agent is acting as an agent only and is not responsible for the acts of its principles.
25. Rights Reserved. If any provision of these Terms and Conditions shall be held invalid, illegal, unenforceable or inoperative, the balance of Terms of Sale shall remain in full force and affect as if such provisions had not been included. The Bid Process and Terms with any amendments or modifications expressly made by Sales Agent constitute all the terms and conditions with respect to the sale of the Property; however Sales Agent reserves the right to modify the Bid Process and Terms, as may be necessary and shall notify Bidder accordingly.
26. The venue and jurisdiction for any dispute in this matter shall be in the United States Bankruptcy Court, Southern District of Texas.

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